

JANUARY 2, 1951

The Board of County Commissioners of Tulsa County, Oklahoma, reconvened at the hour of 2:00 o'clock p.m. with the following members present: Claude W. Bailey, Acting Chairman; William V. Caffey, Member. J. W. Hardesty, Chairman, absent. William P. Gable, County Clerk.

Claude W. Bailey, Acting Chairman, presiding, the following business was transacted.

Motion made by Commissioner Bailey, seconded by Commissioner Caffey, and unanimously carried, that the Chairman of this Board be authorized to execute the following agreement:

THIS AGREEMENT made and entered into on this 2nd day of January, 1951, by and between the CITY OF TULSA, a municipal corporation, hereinafter referred to as the first party and the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA, hereinafter referred to as second party, WITNESSETH:

WHEREAS, the City of Tulsa, Oklahoma, a municipal corporation, is the owner in simple fee of certain property used for homes for boys and girls, operated under the names and at the addresses set forth as follows, to-wit:

White Girls' Receiving Home	2701 North 48th St.
Colored Girls' Receiving Home	3220 North Harvard
Colored Boys Receiving Home	3104 North Harvard
Mohawk Home for Boys	Harvard & Mohawk Blvd;

WHEREAS, it is the desire of the first party to lease said homes, together with all the personal property now owned by the first party and used in connection there with, to second party and it is the desire of second party to lease from first party the said property and the personal property and equipment used in connection therewith and to operate the said homes as now provided by law.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. That the first party hereby rents and leases to second party the homes owned by it and located at the addresses above set forth for the period beginning January 1, 1951, and ending June 30, 1951.

2. That, in consideration of the leasing of said properties hereinabove described by first party to the second party, it is agreed that second party shall pay to first party the sum of ONE DOLLAR (\$1.00), in good and lawful money of the United States as full and complete rental for said properties for the term hereinabove set forth.

3. It is further agreed by the parties hereto that the second party accepts the said above described properties in the condition that the same now are and any improvements or additions to said properties, equipment or grounds shall be made by second party at its own cost and expense, and not at the cost and expense of the first party and first party shall, in no wise, be liable for any improvements, additions or expenses in connection therewith.

4. It is further understood and agreed that this lease shall not be assigned by second party without consent, in writing, of the first party, and the approval of the Mayor and the Board of Commissioners of the City of Tulsa.

5. Second party further agrees that all furniture, fixtures, equipment and other things connected with the homes above described and now a part and parcel of said homes and now owned by first party are, and shall remain, the property of the first party and it is further agreed that in the event this lease is not renewed at the expiration of the term hereof, such furniture, fixtures, property and equipment shall be and remain the property of the first party, and upon the expiration of this lease shall be delivered to first party in as good condition as same now are, usual wear and tear and depreciation alone excepted.

6. First party assumes expenditures for upkeep, maintenance, and utilities, including light, water and gas, during the term of this contract. No contract, liability or indebtedness for upkeep or maintenance shall be entered into or incurred except by first party.

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7. It is agreed that the expiration of the term provided for in this lease, second party shall have the option to renew the same on the same terms, except as to paragraph 6 above.

8. It is agreed that the Superintendent of each of the homes above described shall prepare an inventory in quadruplicate of the furniture, fix-